

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

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|--|---|-----------------------------|
| JENNIE L. EDINGER, individually and on behalf of all others similarly situated, |) | Case No. 2:13-cv-00202-CB |
| |) | |
| Plaintiff, |) | |
| |) | <i>Electronically Filed</i> |
| v. |) | |
| |) | |
| REED OIL COMPANY, INC., |) | |
| |) | |
| Defendant. |) | |
| |) | |

**PLAINTIFF’S UNOPPOSED MOTION FOR
AWARD OF ATTORNEYS’ FEES AND COSTS**

Plaintiff, Jennie L. Edinger (“Plaintiff” or the “Class Representative”), hereby moves this Court for an award of attorneys’ fees and costs. In support thereof, Plaintiff states as follows:

1. On February 7, 2013, Class Representative Jennie L. Edinger commenced this action (the “Litigation”) as a proposed class action against Defendant, Reed Oil Company, Inc. (“Defendant” or “Reed Oil”) pursuant to Federal Rule of Civil Procedure 23.
2. In the Litigation, the Class Representative alleges on behalf of all persons employed by Defendant on a non-exempt, hourly-paid basis within the three years preceding the filing of this action that the Class Members were not paid the required compensation under federal and state wage and hour laws for overtime hours they worked, including interest, liquidated damages, and penalties.
3. Defendant has at all times denied, and continues to deny, that it has committed any unlawful acts whatsoever or that it has any liability whatsoever to Plaintiff or the Class.
4. On August 26, 2013, the Parties participated in a mediation before James H. Logan, a well-respected mediator. The mediation resulted in a settlement. Following continued

discussions and negotiations, the Parties executed a Class Action Settlement and Release (“Settlement”) in or about October, 2013.

5. The total aggregate benefit conferred upon the Class as a result of the proposed Settlement is \$12,000.¹

6. The total lodestar and costs incurred by Counsel for Plaintiff and the Class are \$21,204.80. The tasks undertaken by Class Counsel to reach a successful resolution of this case are summarized in Class Counsels’ Declaration attached to this Motion.²

7. Pursuant to the terms of the Settlement Agreement, Defendants have agreed to pay an amount of \$17,500.00 in costs and attorneys’ fees to counsel for Plaintiffs and the Class. The payment of fees and costs was negotiated separately from the class relief.

8. As set forth more fully in the accompanying Memorandum of Law, Plaintiff is applying for fees and costs in the amount of \$17,500.00, consistent with the specific terms of the Settlement Agreement. The requested fees and costs of \$17,500.00 are reasonable and appropriate under all of the factors discussed in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000).

WHEREFORE, Plaintiff respectfully requests that her Counsel be awarded reasonable attorneys’ fees and costs in an amount of \$17,500.00 consistent with the specific terms of the Settlement Agreement.

¹ In addition to the Class relief, Reed Oil has also agreed to pay Plaintiff \$10,000 in consideration for her compromise and release of an individual Charge of Discrimination alleging age discrimination in violation of the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621, et seq. (“ADEA”) filed with the Equal Employment Opportunity Commission.

² See Declaration of Sunshine R. Fellows In Support of Motion for Attorneys’ Fees attached as Exhibit 1.

Dated: February 14, 2014

Respectfully Submitted,

/s/ Sunshine R. Fellows
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Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served upon all counsel of record via the Court's electronic filing system on this 14th day of February, 2014.

/s/ Sunshine R. Fellows